

# **EXHIBIT 1**

CJ-2020-2247

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

CHAD EASTMAN;

Plaintiff,

vs.

United States Fire Insurance Company;  
Crum & Forster Insurance Group: and/or  
Crum & Forster Insurance Group::  
The Redwoods Group, Inc, and/or  
Marketers General Ins, Agency, Inc. and/or  
Crum & Forster Indemnity Company;  
And/or Fairfax Financial Holdings, Limited;  
And/or the Progressive company; And/or  
Progressive Insurance CompanyFILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAY 15 2020

Case No.: RICK WARREN  
COURT CLERK

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CJ-2020-2247

**PETITION**

COME NOW the Plaintiff, Chad Eastman against the Defendants, United States Fire Insurance Company, Crum & Forster Insurance Group, Inc., Crum & Forster Insurance Company; and/or Company; and/or Crum & Forster Indemnity Company; and/or Fairfax Financial Holdings Limited and/ or The Redwoods Group, and/or Marketers General Insurance Agency, Inc; and/or the Progressive Company; and/or Progressive Insurance Company, state and allege that:

**FIRST CAUSE OF ACTION**

On or about the 3<sup>rd</sup> day of June 2015, the Plaintiff, was injured while upon, occupying, entering, or alighting from a vehicle owned or operated by his employer.

That the injury was caused by the employer's and/or co-employee's negligence, fault, ownership, and/or lack of ordinary care; therefore, by definition of law, the vehicle was an uninsured/underinsured vehicle.

That as a result of the June 3, 2015 event, the plaintiff suffered personal injury, pain and suffering and actual damages in excess of \$76,001.00(dollars). That at the time of said accident the Plaintiff's employer had a policy of insurance with United States Fire Insurance Company that had

uninsured / underinsured motorist coverage. Crum and Forster is part of Fairfax Financial Holding Limited, and is comprised of United States Fire Insurance Company, Crum & Forster Insurance Company, and Crum and Forster Indemnity Company. The Policy was sold, marketed, or administered through the Redlands Group and/or Marketers General Insurance, Inc.

That at the time of said accident, plaintiff believes that employer had a policy of automobile commercial coverage that had coverage with uninsured or under insured coverage with each, one, or all of the defendants; and that the plaintiff's injuries or damages entitle him to recover damages under the employers uninsured motorist coverage of it policy with each, one, or all of the dependents.

That the defendants have not made any payment of its damage under said uninsured motorist coverage under said insurance policy.

That the plaintiff may have been covered under a policy of insurance with uninsured motorist coverage under written by the defendants' Progressive Corporation and/or Progressive Insurance Company; and as a result may be entitled to obtain his damages from said uninsured motorist coverage if such exists.

That Plaintiff's injuries and damages arose out of the use, ownership, maintenance, and/or uninsured status of Plaintiff's employer's vehicle.

WHEREFORE, Plaintiffs, Chad Eastman respectfully seeks judgement against one or more of the Defendants United States Fire Insurance Company, Crum & Forster Insurance Group, Crum & Forster Insurance Company, and/or Crum & Forster Indemnity Company, and/ or Fairfax Financial Holdings Limited, and/or The Redwoods Group, Inc., And/or Marketers General Insurance Agency, Inc; and/or the Progressive Company; and/or Progressive Insurance Company, for actual damages in excess of 76,001.00 dollars and up to the total amount of the uninsured/underinsured policy limits, cost, and any further relief this court deems proper.



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Attorney Lien Claimed